



20170125000029660 1/2 \$20.00  
Shelby Cnty Judge of Probate, AL  
01/25/2017 11:09:02 AM FILED/CERT

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### Subordination Agreement

**Customer Name: Howard D Brogden**

**Account Number: 7992 Request Id: 1610SB0149**

THIS AGREEMENT is made and entered into on this 23rd day of November, 2016, by Regions Bank (Hereinafter referred to as "Regions Bank") in favor of Regions Bank, its successors and or assigns (hereinafter referred to as "Lender").

#### RECITALS

Regions Bank loaned to Howard D Brogden and Georjane L. Brogden A K A Georgane Brogden, husband and wife (the "Borrower", whether one or more) the sum of \$135,000.00. Such loan is evidenced by a note dated July 18, 2008, executed by Borrower in favor of Regions Bank, which note is secured by a mortgage, deed of trust, security deed, to secure debt, or other security agreement recorded 8/6/2008, Instrument # 20080806000315840 in the public records of SHELBY COUNTY, AL (the "Regions Mortgage"). Borrower has requested that lender lend to it the sum of \$79,000.00 which loan will be evidenced by a promissory note, and executed by Borrower in favor of Lender (the "Note"). The Note will be secured by a mortgage of the same date as the Note (the "Mortgage"). Lender and Borrower have requested that Regions Bank execute this instrument.

#### AGREEMENT

In consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, Regions Bank agrees that the Mortgage shall be and remain at all times a lien or charge on the property covered by the Mortgage prior and superior to the lien or charge of Regions Bank to the extent the Mortgage secures the debt evidenced by the Note and any and all renewals and extensions thereof, or of any part thereof, and all interest payable on all of said debt and on any and all such renewals and extensions, and to the extent of advances made under the Note of the Mortgage necessary to preserve the rights or interest of Lender thereunder, but not to the extent of any other future advances.

IN WITNESS WHEREOF, Regions Bank has caused this instrument to be executed by its duly authorized officer on the day and date first set forth above.

**Regions Bank**

By: Rose Weithaka  
Its Vice President

State of Alabama  
County of Shelby

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, on this the 23rd day of November, 2016, within my jurisdiction, the within named Rose Weithaka who acknowledged that he/she is VP of Regions Bank, a banking corporation, and that for and on behalf of the said Regions Bank, and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized by Regions Bank so to do.

Betty Marcus  
Notary Public

**Betty Marcus**

My commission expires  
**MY COMMISSION EXPIRES**  
**November 3, 2018**

NOTARY MUST AFFIX SEAL  
This Instrument Prepared by:  
Jay Dunne  
Regions Bank  
2050 Parkway Office Cir, RCN 2  
Hoover, AL 35244





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LEGAL

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN SHELBY COUNTY,  
ALABAMA, TO-WIT:

LOT 2, BLOCK 2, ACCORDING TO THE SURVEY OF BROOKFIELD, FIRST SECTOR, AS  
RECORDED IN MAP BOOK 5 PAGE 125 IN THE PROBATE OFFICE OF SHELBY COUNTY,

ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR  
MINERAL RIGHTS OF RECORD, IF ANY.

BEING THE SAME PREMISES CONVEYED TO GEORJANE L. BROGDEN FROM HOWARD D.  
BROGDEN AND GEORJANE L. BROGDEN BY WARRANTY DEED DATED 8/15/1992, AND  
RECORDED ON 12/23/1992, DOCUMENT # 1992-31062, IN SHELBY COUNTY, AL.

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EFFECTIVE DATE:	10-3-2016
THIS PROPERTY IS OWNED BY OR VESTED IN:	GEORJANE L. BROGDEN

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END OF REPORT  
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